(XLIId YEAR.) THE (No. 1683.)

MARYLAND GAZETTE.

THURSDAY, DECEMBER 14, 1786.

[*Continued from our laſt.*]

To GABRIEL DUVALL, Eſquire.

SIR,

YOU admit, that if any purchaſer ſhould deny the purchaſe, it is incumbent on the commiſſioners to prove it *to entitle them to commiſſion.* This admiſſion goes a great way to deſtroy all your preceding aſſertions, for at the time you received the money for the *whole* of the commiſſion charged on the article referred to, it was impoſſible for you to tell how many purchaſers might deny their purchaſes, and what determination might be given upon the proof you offered, and therefore, according to your own acknowledgments, you received the commiſſion when you was not entitled to it, not having proved the purchaſe in all caſes where it might be denied, and there not being judgments in the caſes where this proof might be called for. The recovery by the ſtate was contingent, your receipt of commiſſion certain, which is in part the objection made to the commiſſioners account as paſſed But I cannot admit, that if you were able to prove the purchaſe that you would conſequently be entitled to commiſſion. For ſuppoſe the debtor ſhould be inſolvent, and the debt or part of it loſt, and that owing to the neglect of the commiſſioners in not taking bond and ſecurity; I believe no perſon capable of determining would ſay, that the commiſſioners were entitled to commiſſion. How many caſes of this kind there may be it is impoſſible to ſay, and therefore the *payment* of any reward to the commiſſioners ought to have been delayed until the buſineſs was finally ſettled, and the money received by, or ſecured to the ſtate. When this was done, and it appeared nothing was loſt by the neglect of the commiſſioners, then, and not until then, a juſt and proper compenſation ought to have been made, but even under ſuch circumſtances they would not be entitled to full commiſſions, becauſe a part of the duty was not performed. You ſtate, that I examined the liſt of debtors, and thought them ſolvent and ordered ſuits. In doing this I acted from the information of the commiſſioners as to the ſales, and from the beſt of my judgment as to the ſolvency of the purchaſers, but in neither caſe could I act upon a certainty from the nature of the things to be determined on; but what has this to do with your right of commiſſion, if my determining to bring ſuits would as certainly and expeditiouſly bring the money into the treaſury, as the order you received for the whole of your claim took it out, there might be ſome force in ſtating the above circumſtances: but you know, and the public creditors feel, that this is not the caſe. As a particular inſtance to ſhew the probability that the ſtate would never realize the ſums you charged and received commiſſion on, I mentioned the caſe of a charge to Stephen Steward, and company, that you did not know who the company were, and that Stephen Steward denied the purchaſe; it is not pretended that Stephen Steward, ſen. bought the property, but you allege it was bought by Stephen Steward, jun. he has made the following affidavit upon the ſubject.

Baltimore county, November 22, 1786.

Then came Stephen Steward, jun. before me, one of the juſtices of the peace of ſaid county, and made oath on the Holy Evangeliſts of Almighty God, that he, the deponent, did not bid for but two lots of land at the ſale of the Nottingham company's property that were ſtruck off to him, both of which lots were afterwards transferred to the preſent holders of the Nottingham forges, nor did he authoriſe any perſon whatever to purchaſe land for him at ſaid ſales; that during the time of the ſale he obſerved the vendue-maſter, Mr. Thomas Yates, had ſtruck off ſeveral lots of land to Stephen Steward, and company; that this deponent went to Mr. Yates and aſked him what he meant by ſtriking off the land to Stephen Steward, and company, Mr. Yates gave him for anſwer, that the commiſſioners had determined not to let any of the land go under the aſſeſſment, and when the price bid for a lot did not exceed the aſſeſſment, he ſtruck it off to Stephen Steward, and company, to give a ſanction to the ſale, as he ſaid.

STEPHEN STEWARD, jun.

Sworn to and ſubſcribed before me,

THOMAS RUSSELL,

Major Yates has given me information agreeing in ſubſtance with Mr. Steward's affidavit. The property Mr. Steward bought and afterwards transferred to the Nottingham company, is no part of the property charged to him, and denied to be bought, and the allegation of Mr. Howard, the gentleman you allude to, that he was a bidder againſt Mr. Steward for ſome of the property, muſt, I apprehend, have been for the two lots which Mr. Steward really bought, and not any part of the property diſputed.—Col. Ramſey informed me, that the ſale was really made to Meſſieurs Steward, and company, and that he believed major Yates was one of the company, and I was induced by this aſſertion of colonel Ramſey, to believe the ſale was really made, and being under this impreſſion, I ordered ſuit to be commenced, as the charge *was* made on the commiſſioners books and the commiſſioners alleged the ſale could be proved. But upon further inquiry, it turns out that the ſale was merely nominal.

The third objection ſtated by me to the commiſſioners account is, that they were indebted to the ſtate for property when the greater part of the commiſſion claimed by them aroſe, and that therefore the charge for commiſſion ought to have been diſcounted for money due for property, and the commiſſioners ought to have taken credit to the year 1790 under the act for conſolidating the funds, &c. which paſſed in November ſeſſion 1781, for only the balance due by them, after ſuch diſcount, and that they ought not to have been allowed to poſtpone the payment of their *whole* debt to the ſtate until the year 1790, and to have received cash for the ſtate's debt to them —To this you anſwer, that neither you or Mr. Hollyday owed the ſtate one ſhilling at the *time your account* was paſſed in July 1786 —What a pitiful evation is this.—You intended to deceive by concealment of facts, which the leaſt regard to candour would have induced you to diſcloſe.—I mean, that you paid in *certificates* £. 1110 4 7 on the 27th day of March 1786, in part of your bond, the balance of £. 602 18 1½. I preſume you paid in certificates in May 1786—Mr. Hollyday paid in certificates July 19, 1785, £. 803 9 1.

You admit, that you and Mr. Hollyday were indebted for property in November 1784, when the above act paſſed, and you do not deny that colonel Ramſey is ſtill indebted for property. Your allegation that you did not take credit to the year 1790, will not anſwer the objection, unleſs at the ſame time you ſhew you did not uſe the privileges given to thoſe who had a right to an indulgence to the year 1790, by paying in certificates, worth little more than one half the money due for your debt, or of the money received for your commiſſion. If you could not claim the indulgence to the year 1790, you had no right to pay certificates, but taking a credit to the time juſt mentioned, you availed yourſelf of the rights given to thoſe who were entitled to ſuch credit by law. Wherein is the difference upon the preſent argument, whether you delayed payment until the year 1790, or paid in depreciated paper before that time?—If indeed you had diſcharged your debt to the ſtate by paying caſh agreeably to the tenor of your bonds, then you might have fairly argued that no injury was done by receiving your commiſſion in money. You very well knew that the inference for or againſt you from the fact of your payment of the debt would depend altogether upon what you paid,—and therefore you tell us, you have paid your debt, and have left the public to conjecture in *what manner* you paid it. If by concealing the manner, you could induce a ſuppoſition that you had paid *money*, then every body would conclude, that it was not material whether you put money into the treaſury with one hand, and took it out with the other, or diſcounted with the ſtate.—If you failed in the intended impoſition, you thought your caſe would not be worſted by the attempt, as it was impoſſible to meet the argument in front, and oppoſe the principles upon which it muſt reſt.

How you can apply the principle, "That in a free country there ought to be one equal rule of juſtice to all the citizens," to combat my argument upon the preſent queſtion, I am at a loſs to conceive, for my reaſoning is not at all oppoſed to this principle, but in perfect conformity with it; and by attempting to eſtabliſh the commiſſioners claim to receive *money* from the ſtate for what is due to them, and pay the ſtate certificates for what is due to it, where the debit and credit were in money nominally the ſame, and equal in value, you act directly contrary to the principle ſuggeſted; for your argument muſt ſuppoſe a privilege in the commiſſioners to be exempt from the rule of diſcount, which every other citizen is ſubject to, or in other words, that *a different rule* of juſtice is applicable to the commiſſioners than that which univerſally takes place, and is eſtabliſhed by law, between all other citizens of the ſtate. My poſition includes, not only the commiſſioners, but all other citizens under ſimilar circumſtances, and before you can expect to derive any aſſiſtance from the principle you lay down, you ought to ſhew that other citizens, under circumſtances ſubſtantially the ſame with the commiſſioners, are entitled to receive ſpecie from the ſtate, and pay certificates.

The fourth objection made by me to the commiſſioners account is that a quantity of ore and coal at the Lancaſhire works had not been accounted for in any manner to the ſtate. Both you and colonel Ramſey attempt an anſwer to this objection, and have given relations of facts which do not contain a full and true ſtate of the circumſtances exiſting in the caſe: it will be neceſſary that the facts ſhould be known, to enable the public to form a juſt deciſion on the tranſaction, which has become very intereſting to the ſtate, by a late determination of the arbitrators between it and Mr. Garretſon; the following is a juſt account of this buſineſs. In September 1781, a tract of land called Buck range, containing 750 acres, on which the Lancaſhire furnace ſtood, was ſold to Job Garretſon for £. 5062. Upon this land, and at this furnace were about three hundred loads of coal, and about three hundred tons of ore, as proved by Mr Weſton, who ſuperintended the works, and other teſtimony before the arbitrators. Mr. Garretſon claimed this ore and coal from the terms of ſale, alleging, that the land, with the furnace ready to go into *blaſt*, and every thing on the land, except negroes, live ſtock and houſehold furniture, were ſold to him. This property was ſold before colonel Ramſey became a partner in the purchaſe of the Nottingham iron-works; afterwards, colonel Ramſey being *a partner of Ridgely, and company*, in the Nottingham works, on the ſecond day of March, 1782, wrote colonel Garretſon the following letter:

SIR,

I was ſurpriſed to learn from Mr. Bayley, that you refuſed to let him move off the coal and ore which were left on that land you purchaſed; you muſt have forgot that I agreed to your taking poſſeſſion on the expreſs condition, that theſe things, together with the hay, might be moved off at any time. I have directed the gentlemen who purchaſed them to take them off whenever they pleaſe; I hope, upon reflection, you will not attempt to oppoſe them, *as the duty which I owe to the public* will oblige me to take ſteps which may be finally diſagreeable. If I could conceive that you had any well founded claim, I would not wiſh to deprive you of it, and promiſe you, that ſhould you hereafter be able to eſtabliſh your pretenſions, you ſhall be allowed the full value of the articles removed. I am, your obedient, humble ſervant,

Signed, NAT. RAMSEY.

Baltimore, 2d March, 1782.

Colonel Garretſon.

In conſequence of this letter, the ore and coal were taken by Mr. Bayley, who was concerned in the White Marſh furnace. And 120 tons of ore, and 106 loads of coal, were charged in the commiſſioners books to Samuel Norwood, and Co. amounting to £. 254 5 0; a junction was afterwards formed between Mr. Bayley, one of the purchaſers of the White Marſh furnace, and the purchaſers of the Nottingham forges. Mr. Garretſon applied to the general aſſembly for relief, and at November ſeſſion 1784, the following reſolve paſſed both houſes.

By the HOUSE of DELEGATES, January 6. 1785.

Whereas it appears to the general aſſembly, that Job Garretſon, of Baltimore county, in the year 1781, bought of the ſtate ſeven hundred and fifty acres of land, part of the property of the late Principio company, at ſix pounds fifteen ſhillings per acre, for which the ſaid Garretſon bonded as the law directs; that by actual meaſurement the ſame only contains ſix hundred and ſixty-one acres, which leaves eighty-nine acres ſhort, as appears by the certificate of the ſurveyor appointed by the commiſſioners of confiſcated Britiſh property; that the ſaid Garretſon bought all the property on the land called Buck-range, or the Lancaſhire furnace, except the negroes, live ſtock, and houſehold furniture; that there were three hundred load of coal, and three hundred and thirty-two tons of ore taken away by order of the commiſſioners aforeſaid, and that conſiderable damage was committed upon the furnace aforeſaid, after the ſale and before the delivery;

RESOLVED, That the intendant of the revenue be required and directed to adjuſt and ſettle the ſame with the ſaid Garretſon, and in caſe of diverſity of ſentiment, that the ſame be referred to three diſintereſted perſons to be nominated by the ſaid intendant and Garretſon, who upon hearing all the circumſtances on oath, ſhall ſettle and adjuſt the ſame.

By order, W. HARWOOD, clk. ho. del.

By order, J. DORSEY, clk. ſen.

In consequence of this resolve, arbitrators were appointed, who have lately determined and awarded, that the actual damage upon the property purchased by said Garretson amounted to the sum of £. 2500, with interest from the 11th day of September 1781, which will add to the sum £ 783 6 8, so that in this transaction of the commissioners, the state having received bond for £. 5062 10, and being obliged to pay £ 3283 6 8, loses the sum last mentioned. The deficiency of the land purchased made no part of the sum determined by the arbitrators, Mr. Garretson having before had credit for it, amounting to £. 634 10.

What reasons are given by you and colonel Ramsey to reconcile us to this heavy loss? It is alleged, that Mr. Russell had the care and management of this ore and coal. This is contradicted by the entry in your books, in which the part you account for is charged. And it is also contradicted by colonel Ramsey's letter, wherein it appears, that he either sold, or was acquainted with the sale of such part of this subject, as he chose to credit the state for. And it also appears, from Mr. Russell's accounts, now in the auditor's office, that he had nothing to do with the ore and coal, for there is not a tittle respecting these articles in his accounts; and as you say he was interested in the subject, and would not suffer it to be wasted, it may be fairly concluded, if this ore and coal had been committed to him, some entry respecting it would have been made in his accounts. And as Mr. Russell's superintendence of the works ceased when the commissioners sold them, if any subject was committed to him by them, they certainly would have made some minute of this in their books, or have taken something from him, to shew that he had received the articles from them; no such thing is done or pretended by you, and the attempt to throw the blame of the misconduct of the commissioners on a dead man, is an ungenerous artifice, not uncommon with men who have no other way of making their escape from censure.

Mr. Russell, it is said, came to Annapolis to settle his accounts with the *intendant*; *why the settlement did not take place, is unknown:* This is thrown out to induce a belief that I was to blame in the delay of settlement with Mr. Russell. What was the cause the account was not settled, I do not know; very probably no person was blameable; but it is at least known both to you and colonel Ramsey, that the intendant had nothing to do with the accounts until they were passed by the auditor; and it is also known, that these accounts were never settled by the auditor, and therefore the intendant was not at all answerable for the delay; but in this, as in all the representations made by you and your colleague, material circumstances are suppressed, and you leave those who read your performances, to infer censure where you are convinced none is merited upon a just state of the case.

You assert, that I acknowledged before the council, that from testimony disclosed upon the arbitration, "I was of opinion Mr. Garretson had no right to the ore and coal;" this is a palpable misrepresentation. I said before the governor and council, that whatever might be the terms of sale, I was satisfied from information I received during the arbitration, "that it was not the intention of the *commissioner* to sell the ore and coal, because I had reason to believe *he* intended it for another purpose;" but though his design might have been to reserve this ore and coal for a different purpose, yet if the terms of sale were so extensive as to include this subject, and the design of the seller to reserve it, were not declared, but kept within his own bosom, it must be obvious that the purchaser would have a right to it.

I mentioned the sale of property to Aquila Johns nominally, but really to colonel Ramsey, as improper conduct of the commissioner engaged in this management. You and colonel Ramsey have endeavoured to obviate the censure which ought to fall on him for this transaction, and the conduct of both upon this has been in perfect agreement with that which you both have practised upon all former occasions. First you abuse me for misrepresentation, then give a defective and deceitful state of the case, and with many professions, and some observations suited to impose on those who will not examine minutely, you flatter yourselves that you have been dexterously extricated from the charge; but you are much mistaken if you suppose these manœuvres will avail. Troublesome as it is to state truly the facts in every case which you misrepresent, it shall be done rather than you should escape the just judgement of the public. In my former publication I stated in short the substance of the transaction now referred to. The account given of it by you and colonel Ramsey renders it necessary that I should give the following particular state, both of the laws and the facts which are connected with the case. The property purchased in the name of Mr. Johns had been the property of Fotterell's heirs, and of James Christie, and was vested in the commissioners for the state by the act for confiscating British property. The legislature, at October session 1780, passed an act "to settle and adjust the accounts of the troops of this state in the service of the United States, and for other purposes therein mentioned." In the twelfth section of this act, Talbot's or New Connaught manor, and several other manors in different counties, having been formerly the property of the late proprietary, and confiscated, were set apart and burthened with the payment of the money due upon certificates granted to the officers and soldiers, and it was declared, "that the said certificates should and might be received for the principal and interest due thereon as specie, rating Spanish dollars at seven shillings and six-pence each, in payment for the said lands, or any other British property to be sold in this state, except that specially engaged to sink the new bills of credit, and such as was or should be specially engaged *for the security and payment of loans to be made to this state*; provided, that in case so many of the said certificates shall be paid in on sales of other property, as that the said manors shall be greatly more than sufficient and adequate security for the residue, the general assembly may apply to any other purposes any part of the said manors, leaving amply sufficient to secure the full payment of the other out standing certificates." The legislature afterwards, at the same session, passed an act "to procure a loan, and for the sale of escheat lands and the other confiscated property therein mentioned," with the following preamble:

"Whereas it is necessary to procure a sum of specie for the relief of such of the quota of the troops of this state in the continental service as are prisoners with the enemy, cloathing for the recruits to be raised in this state, and a sum of money to defray the immediate and necessary expences of government, until the taxes imposed by act of this session can be collected."

After making provisions respecting the loan and escheat lands in the seventh section of this law, it is enacted, "that the commissioners should sell sundry parcels of confiscated property, among which was the property of Fotterell's heirs, and James Christie, bought in the name of Aquila Johns, as before mentioned, on the terms of paying one fifth part of the sum bid in specie at the rate of seven shillings and six-pence per Spanish dollar, and the remaining four fifth parts thereof in the new bills of credit emitted by this state, and the new continental bills of credit emitted in this state, at seven shillings and six pence per dollar, the specie to be paid within three weeks from the day of sale, one half of the bills of credit to be paid within two months after the said sale, and the remainder within four months from the sale; but if the first and second payments should not be made by the times limited, the commissioners might advertise and expose the land again for sale; if the first payment should be made, and the second neglected, the first payment should be forfeited; but if default should be made in the last payment, the second being made, no conveyance shall be made till the last payment shall be made up with ten per cent. interest."

In pursuance of the act last mentioned, the following advertisement was published in the Annapolis, and I suppose also in the Baltimore news-papers:

"PUBLIC AUCTION. March 12, 1781.

"Whereas the general assembly at their last session did enact, "That the following lots, to wit, No. 11, 38, 40 and 41, in Baltimore-town, and the land adjoining or near to Baltimore-town, belonging to the heirs of Edward Fotterell, late of the kingdom of Ireland; the property of Anthony Bacon, John Eversfield, George and Andrew Buchanan, James Brown and company, Mackie, Spiers and company, Mackie, Spiers, French and company, James Christie, John Buchanan, John Glassford and company, the heirs of Samuel Hyde, the heirs of Thomas Bladen, all of Great-Britain," should be sold at auction:

"Notice is hereby given, that all the property late belonging to any or all of the aforesaid persons, lying in or adjoining to Baltimore-town, will be exposed to sale on Wednesday the 4th of April next, at the court-house in said town, on the following terms, viz. One fifth part of the purchase money to be paid in specie within three weeks from the day of sale, the remaining four fifths in the new bills of credit emitted by this state, and the new continental bills of credit emitted in this state, one half to be paid in two months, the other half within four months from the day of sale.

"By order of the commissioners,

"THOMAS YATES, auctioneer.

"N. B. The commissioners appointed to preserve confiscated British property are now attending in Baltimore-town."

The sale took place on the day mentioned in the said advertisement. The lands were set up I presume agreeably to the advertisement, and the sales to Mr. Johns and others entered on the commissioners' books in the following terms:

"Sales of property which belonged to Fotterell's heirs, James Christie, junior, E. Mackie, and Messrs. James and Robert Christie, sold at Baltimore-town on the 4th day of April 1781; terms one fifth in specie in three weeks, four fifths in black and state continental, half in two, the other in four months."

The purchasers, captain Johns among others (I presume by direction of colonel Ramsey for whom he bought) tendered certificates at par with specie for the first payment, the value of certificates, compared with specie at that time, being seven or eight for one, in consequence of which no money was received, and the purposes designed by the legislature defeated. The assembly, composed of the same members who passed the acts of October session 1780, at their session in May 1781, finding that the important purposes of the act of 1780 were likely to be defeated, passed an act, chap. 20, to explain and amend the "act to settle and adjust the accounts of the troops of this state in the service of the United States, and for other purposes therein mentioned," with the following preamble:

"Whereas, on the sale by the commissioners appointed to preserve confiscated British property, of some lots and parcels of land in or near Baltimore-town, some of the purchasers have tendered the first payment in certificates issued by the commissioner appointed to settle the accounts of the state troops, and it was the *evident intention* of the assembly, that the first payment should *be in specie only*, and *the property would have sold for a much greater price* if the bidders and others had been informed, or believed that such certificates would have been received in payment."

It is then enacted, that if the purchasers will pay the fifth in specie by the 20th of July then next, and make the other payments in bills of credit on days mentioned in the act, that they should be entitled to the property purchased; and upon failure of the purchasers making the first payment as aforesaid, then the commissioners to expose the property to sale, and the legislature declaring, that it was not their intention to preclude the established courts of justice from determining on the said contracts, or the execution thereof.

The same act provides, that "if any of the purchasers should insist on a conveyance upon the terms of making the first payment in cetificates, and filing a bill in chancery by the 10th of July then next, the land was not to be resold, and that the party might, if he chose, commence his action for damages, and if any recovered the state would be answerable."

The purchasers, Mr. Johns among others, within the time mentioned in the act last mentioned, filed their bills in chancery against the commissioners to compel a conveyance of the property, claiming a right to make the first payment in certificates, and offering to pay or secure the others in bills of credit. The attorney-general being a purchaser to the amount of £ 2360, and having filed a bill also, it could not be reasonably expected that he should appear for the state in the case, an appearance was entered for the commissioners on behalf of the state by another gentleman of the profession. The causes continued without any thing final having been done until the act for consolidating the funds, &c. passed, upon which most of the purchasers discontinued their suits. The bill in the name of Mr. Johns was struck off, he paying costs, no payment for the property was made by him, nor any bond given, and a suit was commenced against him and judgment obtained, as I before mentioned; but it seems the judgment was not final until the last term, and nothing is yet paid for this valuable property, although Mr. Johns or his friend has kept the possession of and used the property from the time of the sale.

The above facts make a full state of this case, and it must be admitted that the object intended to be accomplished by the legislature was as effectually defeated by filing bills in chancery, as if certificates had been received; whether this was right is now to be examined. The first question to be considered is, whether by a fair construction of the acts of October 1780, certificates under the first act ought to have been tendered and received for property sold under the latter act. The solution of this question will depend upon the single consideration; whether it was the *intention* of the legislature that *certificates* should be received for the first payment of the property directed to be sold for *specie*. In the construction of acts of assembly the rule is, that the intention of the legislature must govern; to discover the intention in the present case, it will be proper to inquire what was the object intended to be attained by passing the act for "procuring a loan, and for the sale of escheat and confiscated lands;" the preamble tells us it was to procure a sum of *specie* for the *immediate* relief of our *prisoners, cloathing for the recruits*, and to *defray the immediate expences of government*. Would certificates answer these purposes? certainly not; and therefore it must be clear that it was not the intention of the legislature that they should be received in lieu of specie for property sold under this act, unless we suppose that the assembly having particular objects in view intended to defeat the attainment of them, and this supposition cannot be made, if the members of the assembly were in their senses, and acted as all rational beings do. If then it was clearly the intention of this act, that specie should be received, and not certificates, for the first payment, and the two acts considered as distinct and separate laws; let us consider what effect the act for procuring a loan, &c. would have, in case the act "to settle and adjust the accounts, &c." was contrary to it. I have always understood, that it is a maxim that "subsequent laws repeal prior contrary laws," although there be no express words of repeal in the subsequent law; the last will of the legislature expressed in the form of a law makes the rule, and all contrary provisions antecedently made are done away by the expression of this last will. If the first and second laws can be reconciled, they ought to receive a consistent construction, and the laws must be substantially *contrary* to warrant such a construction as will have the effect of the last law being a repeal to the first. If, in the present case, the provision in the act to settle and adjust the accounts, &c. is contrary to the subsequent act to procure a loan, &c. the prior provision will be repealed by the subsequent law. If there is no inconsistency in the two laws, it must be by construing the first so as not to make payments in certificates valid for pro-

perty sold under the latter law; for it has been shewn that it is impossible that a construction which makes certificates receivable can be consistent with the latter act. If the two acts are considered as distinct and separate laws, those who maintain the opinion that certificates could be paid for the property referred to, must take one of two grounds; either that the prior repeals the subsequent act, or that the prior act could not be repealed by the legislature; the first is contrary to the known rule in the case, the last is directly contrary to the constitutional powers of the legislature. I admit that where funds are appropriated for particular purposes, such as to pay the state debt, or to redeem state securities, that it would be improper for the legislature, after purchases of the securities had been made upon the faith of the pledge, to apply the funds to other purposes; but this is a rule to govern their conduct, and not to make void their acts. In the present instance there can be no pretence of deception upon purchasers of certificates, for the two acts passed, I believe, within a few days of each other, both received the seals, and were promulgated together, and the acts always being in the power of the two houses until they receive the seals, it is not supposable that people were so intent on speculation, as to begin upon the acts before they had received the final sanction required by the constitution, and before colonel Ramsey, or those who tendered certificates, can claim to be purchasers of certificates under the funds alleged to be pledged by the "act to settle accounts, &c." they must shew that they purchased after this act passed the legislature, and before the "act to procure a loan, &c." passed. Colonel Ramsey has shewn the contrary, for he alleges his certificates were personally earned. I infer, from the wording of the act to settle accounts, &c. that the different bills for appropriating confiscated property were drawn and laid before the assembly for consideration at the same time; it is said, in the section quoted, such *as is or shall be* specially engaged, which implies that something was done towards the bill for procuring a loan, &c. It is certain that both acts passed at the same session, and so far as respects the present question upon the same subject; and in such case I believe the rule is, that the two acts shall be taken together, and considered as one law, and such construction given upon the whole as will correspond with the intention of the legislature. Suppose this rule is adopted, and the two acts, with the respective preambles to each part, are put together, and the true meaning of the legislature is to be thence collected, I believe no person inclined to form a true judgment would entertain the smallest doubt, but that the legislature intended that *specie* only should be paid, for this obvious reason, that specie alone could attain the objects designed to be accomplished, and that the engagement to receive certificates as specie for property thereafter to be sold, must be so construed as to exclude the property then directed to be sold for specie: by this construction the objects of the sale are preserved, and the promise to the owners of certificates is not destroyed, but the subjects upon which it is to operate are limited. By a contrary construction the *design of the sale is entirely frustrated.* If it be said that the *words* in the first act, only except property pledged, or to be pledged for a *loan*, it is answered, that in the construction of acts of assembly, the words must be so restrained or extended as to correspond with the certain intention of the legislature, expressed or implied in the same act, or in a subsequent act upon the same subject; and as the money intended to be raised by a sale of property was for *the same purposes* as the money intended to be raised by loan. The property directed to be sold, though not by express words, yet, by an intention as certainly shewn as if express words had been used, was equally exempted from being paid for in certificates, as was the property pledged for a loan. And it may be further observed, that if these acts are taken together, and it is impossible to reconcile the preceding with the subsequent parts, that the subsequent will prevail. By construing the two acts in the manner I have suggested, and as it appears to me, according to their plain and obvious meaning, no absurdity follows, no injury is done: but, by the construction you contend for, the most absurd consequences are produced; and those persons, *our prisoners with the enemy*, whom the state was particularly obliged to preserve, were left to perish for want of a provision. The construction I support, is confirmed by the opinion of the legislature at their session immediately after the transaction; and though I admit their declaration is not conclusive, yet it is of considerable weight, especially as they say it was *evidently* not the intention of the law-makers that certificates should be paid, an expression which shews, that in their opinion the case was perfectly clear.

It may be added to these observations, that it being certain, from the expression of the last act, that the four fifths of the purchase money for the property to be sold was to be paid in bills of credit, there could be no pretence that certificates were receivable in lieu of these bills; and this being the case, it will follow, according to the doctrine of you and colonel Ramsey, that the certificates could not be tendered to pay the least valuable part of the purchase money, yet they were tenderable for the most valuable part. This introduces another absurdity upon your construction. The circumstances of bills of credit being made payable for part of the purchase money, is an additional proof, that the property intended to be sold was meant by the legislature to be altogether excluded from the payments in certificates; for if this property was meant to be pledged for certificates, it would have been as inconsistent to direct that four fifths should be paid in bills of credit, as that one fifth should be paid in specie. It is admitted by colonel Ramsey, that the two acts were differently construed, and understood by different persons: but whatever difference of opinion there might have been respecting the legal operation of the two acts, every body must have agreed, that certificates could neither furnish our prisoners with food, or our recruits with cloathing; and that of course these great and pressing objects which were intended to be provided for, would be defeated by receiving certificates for the property. This being the case, the officer of the state appointed to carry the views of the legislature into effect, ought not to have given countenance to an opinion destructive of the views of the legislature, by interesting himself in a purchase upon principles which could never be reconciled with the attainment of the end designed by the sale; and when the commissioner discovered the design of tendering the certificates, which it is admitted they did before the sale began, instead of becoming purchasers and realizing certificates, they ought to have postponed the sale altogether; but the bait was too tempting; the opportunity too favourable to be lost. It is more than probable that to this desire in the commissioner to realize his certificates, and to his acuteness at discovering the most profitable construction of acts of assembly, may be attributed the loss of a considerable sum of specie to the state, and all the consequences, both to the recruits and prisoners, which flowed from want of money. At that time many of our countrymen were prisoners with an enemy whose conduct towards them was cruel and destructive, and in nothing more so than in allowances for their support. The state intended to rescue them from destruction by a seasonable supply of money, but the commissioner's certificates must be realized. Let recruits go naked, let prisoners perish for want, it will be all one to them a thousand years hence: And he wished to enjoy the present moment! and with rich viands and a flowing bowl, an approving conscience will always whisper consolations, which those who suffered by his acquirements can never destroy.

To palliate the infringement of public duty, colonel Ramsey suggests, that the greater part of the property was purchased by *officers of the Maryland line*, with a view to realize their certificates. This assertion is contradicted by the commissioners sale book, page 1, by which it appears that the greater part of the property was bought by persons in Baltimore-town, who had never been in the army, and that, the purchase made by Mr. Johns for colonel Ramsey excepted, there were but two officers of the army, and an issuing commissary, who bought property at this sale, and all of them lived at Baltimore-town. If it was right that *any* officers should realize their certificates in this manner, *all* the officers ought to have had an equal chance to share this advantage; but as there was no doubt respecting the construction of the law in any part of the state, except in Baltimore town, *where colonel Ramsey was*, and it never could occur to any officer who read the advertisement for the sale of this property that certificates would be received for the first payment, it would follow that this advantage of realizing certificates would be confined to the officers who resided at or near the place of sale, where alone it had been settled that certificates were to be received; specie at that time being very scarce, few were possessed of it; certificates were plenty, and in the hands of all the officers; and bills of credit were also plenty; no officer reading the advertisement, and not having specie, would think of attending the sale, because not prepared to make the first payment for the property; but suppose the land had been advertised to be sold for one fifth *specie or certificates*, and the other four fifths in bills of credit, which ought to have been done, if the true construction of the acts would have warranted a sale upon such terms, the property certainly would have sold for a price greatly beyond what it did, because then all officers and others who had certificates and wished to realise them, upon a supposition it could be fairly done, would have attended the sale either personally or by agents, and the competition and great quantity of certificates being brought to be realized, would have increased the price of the property. By the management of the commissioners the state failed in the design of procuring specie, without having the full advantage of selling for depreciated paper. Colonel Ramsey alleges, that it was known at the sale that the purchase was made by captain Johns for him, and the reason it was not charged to him in the commissioners books was, that he being one of the commissioners could not have received a conveyance from the commissioners for the property, I think it very probable that it was known to some of those who became purchasers with intention to realize their certificates, that the commissioner was joined in the same scheme, and that they would have his weight and assistance in accomplishing the design, it was necessary that this should be known to the purchasers, because, otherwise some of them might have been induced to pay specie, and if this had been done by any of the purchasers, the delicacy of the commissioner's situation might have obliged him to have paid specie also; but when it was known that the state's officer intended to pay certificates, all the other purchasers would conclude, that he who was intrusted with the execution of the business, must know the design of the legislature, and therefore his example would be followed by all; but that the assembly, at their session immediately after the sale, knew nothing of the commissioner being so deeply instrumental in frustrating their views as he was, I can venture to assert: and if it had been known, that he was a purchaser intending to pay certificates, I think that there is not the least doubt but he would have been deprived of the capacity to do the like mischief by similar practices. The fact, that the purchase was made for col. Ramsey, was not known to me until October general court, 1785, when Mr. M'Laughlin, sheriff of Baltimore county, shewed me the colonel's letter, wherein he had promised to be special bail for Mr. Johns, if necessary.

It would seem, from the preamble of the act of May session, 1781, above quoted, that the assembly, who I presume recited the transaction from the commissioner's report of it to them, that it was not *generally* disclosed, even to the persons who attended the sale, that certificates were receivable for property sold. The legislature declare, "that the property would have sold for a much greater price if the *bidders and others had been informed, or believed that certificates would have been received in payment.*" This is very different from the account which col. Ramsey *now* gives of the transaction; for he declares, that the bidders for the property were under an impression that the first payment was to be made in certificates, and hence the property sold much higher than it otherwise would have done: it remains with him to ascertain the fact to be different from what is declared by the legislature, and to shew that the assembly received their information not from the commissioners, but from other persons: if this is not done, it may be fairly concluded, that the fact is now stated different from what it formerly was, and from the truth, to answer the present purpose of framing an excuse for the commissioner's conduct. The pretence that a commissioner could not be entered as a purchaser, because a conveyance could not be made to him, is perfectly frivolous: for if it was lawful for a trustee to be a purchaser, as the seizin of all British property was in the commissioners for the use of the state, a conveyance, if any was necessary, from the other commissioners to colonel Ramsey, would have been as effectual as if a conveyance had been made by three commissioners to Mr. Johns, and from him to colonel Ramsey. If it was not lawful for the commissioner being a trustee to purchase directly, it was certainly illegal for him to purchase indirectly; and if, as it is now suggested, Mr. Johns's name was only used to *make a purchaser*, who could receive a conveyance according to col. Ramsey's ideas of law, and not for the purpose of concealment; it ought to have been noted on the commissioners books for what purpose and for whose use Mr. Johns was a purchaser. This would have fully answered the design of making a purchaser to receive a conveyance, and then the whole transaction would have been known; colonel Ramsey could certainly have paid the money, or made himself liable for it, no rule of law prevented this being done. The assembly would have then had the whole truth disclosed to them, and might have formed a proper judgment on it, and from no entry shewing the whole truth being made on the commissioners books, or reported to the assembly; there is reason to believe that the business was conducted in the indirect manner to conceal from the legislature the part their commissioner had in defeating the design he was bound by every tie to promote.

To be Continued.

DAN. OF ST. THO. JENIFER.

To the PUBLIC.

AS soon as there is room in this Gazette, a full answer will be given to Mr. Jenifer's publications. At present I shall only remark, that his assertion, that "I have, *for the purpose of making an attack on him*, been selected as the most likely of his enemies to gain credit with the public," is an *impudent, base*, and *infamous* falsehood. The defence of my character against the *secret stabs* which he intended to give it in his letter to a gentleman in Cæcil county, and which is published in this paper of the 5th of October last, was my inducement to write. A perusal of that letter will shew, that the *attack was made by him*, and, I presume, it will be thought a *wanton* and *unprovoked* attack.

G. DUVALL.

December 5, 1786.

LONDON, *September* 11.

LORD Walsingham will not expect any commendation for his resignation of the Irish vice treasurership; as that event followed of course, from his appointment to a foreign embassy.—The vice treasurership is not disposed of; nor is it at all certain to whom it will fall; though Mr Eden's abilities, and his late intense application to the business of the public, give him of all others, the best claim to it. It is far from improbable that he will be the man.

The dissentions in Holland are alarming to none but the Dutch. They never can, by any consequence, affect the security of Britain.

The emperor of Germany has refused the Dutch the privilege of exporting their herrings into the Austrian Netherlands.

A correspondent wishes us to hint, that a commercial treaty between England and the dey of Algiers, might be very beneficial; the purpose of which should be, that the dey takes all our convicts in exchange for

any commodities or favours he may think fit to ſend us. Or even, if he will give ſecurity for their being never able to return, might it not be an object to ſend them to Algiers without any compenſation. The idea of ſuch baniſhment would operate with far more force than the idea of the gallows.

NEW-YORK, *November* 18.

By a gentleman who came paſſenger in the ſhip Jenny, captain Smith, we are favoured with the following:

Extract of a letter from captain Thompſon, from on board a Portugueſe frigate, cruizing againſt the Algerines, to his friend commodore Hardcaſtle in Liſbon.

"Yeſterday morning about four o'clock, a large Algerine xebeck, mounting 14 guns, which for ſeveral days remained under ſhelter of the rock, came out under a very briſk breeze, paſſing moſt of the cruiſers except the Triton, who immediately engaged with her at a leagues diſtance, giving chace at the ſame time, the xebeck then ſtanding with her head to the eaſtward and the Triton to the N. E. the xebeck out ſailing her withal. About 11 o'clock the wind veering round to the eaſtward and the other Portugueſe cruiſers being then ſtationed to the weſtward, gave the Triton an opportunity of forcing the xebeck for the land; coming up with her about four o'clock a ſmart firing commenced by both; the xebeck finding herſelf overpowered run for the ſhore, when the crew quitted her, conſiſting of about 130 men and 8 miſſing, who were ſuppoſed to be loſt in the action. About eight o'clock the ſame evening ſhe was ſet fire to, and this morning we had the pleaſure of ſeeing her burnt down to the keel."

PHILADELPHIA, *November* 29.

Accounts from Savannah of November 2, ſay—Letters received in town laſt night by the ſtage from Auguſta, mention an expreſs having arrived there from the commiſſioners, with an acccount of their having concluded the treaty with the Creek Indians.

Extract of a letter dated Flint River, Auguſt 22.

"The people are all ordered off the Oconee lands, and if they go, the Indians will be quiet, if not, when the time is expired, which is the laſt of September, then they are to fall on the white people. It ſeems the Chickaws have all promiſed to join the Creeks. Seven hundred northward Indians arrived, and ſettled along ſide the Chickaſaws, who ſay they will be our enemies when once the Creeks begin. M'Gillivray is determined the Oconee lands ſhall not be ſettled."

Extract of a letter from Flint river, Auguſt 3.

"The incloſed is a letter I wrote a few days ago and and ſent expreſs, but the waters were ſo high, the man was obliged to return—I have therefore ſent them by another hand; I ſet off in a few days and am in hopes ſhall be out of the nation before any miſchief is done. A Cherokee half breed a few days ago informed me, that ſome of the Creek Indians from the upper part of the nation had fired upon two white men that were coming into the Cherokees from ſome of the white ſettlements back of the Cherokees, killed one and wounded the other—they ſcalped them both, but the wounded man recovered and got home again. The Indians were followed by a party of white people, who came on a camp of Creeks, killed one Indian and wounded another, who gives an account of ſome white people being lately killed by the Cherokees. Several gangs of Indians are gone down to Penſacola to bring up ammunition; none are to get any but thoſe who are recommended by Mr. M'Gillivray. I believe, if proper meaſures were taken, ſatisfaction might be obtained for what miſchief has been done. But Mr. M'Gillivray, it ſeems, is determined the Oconee lands ſhall not be ſettled if he can help it."

ANNAPOLIS, *December* 14.

The honourable William Harriſon, William Hindman, Uriah Forreſt, David Roſs, and Nathaniel Ramſey, Eſquires, are elected delegates to repreſent this ſtate in congreſs for the enſuing year.

By the HOUSE of DELEGATES, December 6, 1786.

RESOLVED, That no allowance be made to any collector for certificates ſuggeſted to be received before the ſixth day of December, ſeventeen hundred and eighty-ſix, for the taxes impoſed at November ſeſſion ſeventeen hundred and eighty three, and November ſeſſion ſeventeen hundred and eighty four, and which became payable in ſeventeen hundred and eighty-four, and ſeventeen hundred and eighty five, before the collector ſhall make oath (to be adminiſtered by either of the treaſurers) that the certificate offered to be paid was, before the ſixth day of December aforeſaid, *bona fide* received from, or diſcounted with, the perſons liable to pay the ſaid taxes in the reſpective years in which ſuch taxes were payable, and that ſuch certificates were not directly or indirectly furniſhed to or for the parties, or to or for any of them, by ſuch collector, or by any other perſon for him; and that no collector ſhall have a credit for any certificates ſuggeſted to be received after the ſaid ſixth day of December aforeſaid, for the taxes aforeſaid, unleſs he ſhall return two liſts of all the certificates for which he ſhall requeſt a credit, with their numbers, dates and ſums, and the names of the perſons from whom received, and make oath (to be adminiſtered by either of the treaſurers) to be endorſed on ſaid liſt, that the certificates mentioned in ſuch liſt, and requeſted to be allowed ſuch collector, were, ſince the ſaid ſixth day of December aforeſaid, actually, really and truly, and without any deceit or fraud, received in payment of the aſſeſſment due on the property in his county in the years aforeſaid, and from the perſon named in ſuch liſt, except only change, if any, given on the receipt of the ſaid certificates, in which caſe he gave certificates in change as far as in his power, and money only for the balance, and that ſuch certificates were not directly or indirectly furniſhed to or for the parties, or to or for any of them, by ſuch collector, or by any other perſon for him.

By order,
W. HARWOOD, clk.

By the SENATE, December 6, 1786.
Read and aſſented to.

By order,
J. DORSEY, clk.

ORDERED, That the ſaid reſolution be publiſhed in the Maryland Gazette and Baltimore Journal.

By order,
W. HARWOOD, cl. ho. del.

To the PUBLIC.

IMPRESSED with a ſenſe of duty to the *Almighty* as well as compaſſion to my fellow creatures, and gratitude to *Doctor Tyler*, I am bound to offer the following happy and remarkable caſe of my own.

I, the ſubſcriber, of Frederick Town, Maryland, aged ſixty one years, doth hereby certify, that after being entirely deprived of my eye-ſight for near ſix years, it is now reſtored by an operation performed by Doctor Tyler of this town, who has ſince operated on two of my acquaintance with great ſucceſs.

As witneſs my hand,
FREDERICK BAKER.

Frederick-town November 20, 1786.

December 7, 1786.

THE members of the Upper-Marlborough aſſembly are requeſted to attend at Mr. Halkerſton's, on Tueſday the 19th inſtant.

November 2, 1786.

WHEREAS the buſineſs of Charles county court has been greatly retarded and delayed by the non attendance of Thomas Stone, Eſq; practiſing attorney of the ſaid court, whereby the docket has been loaded and ſwelled to a moſt enormous ſize, we therefore think proper to give this public notice, that from this time no action or ſuit will be delayed on account of the non-attendance of the gentlemen of the bar, but at April term next, the cauſes will be taken in courſe, as they ſtand on the docket, and either heard by other counſel, ſtruck off, or further continued, as particular circumſtances (in juſtice to the ſuitors) may require.

3w
WALTER HANSON,
JOHN DENT,
SAMUEL HANSON, jun.
RICHARD BARNES.

Annapolis, December 6, 1786.

STOPT at my ſhop, a large gold RING, with hair under the ſtone, which was brought by a negro boy, who ſays it was found on the race ground at the time of the races. Whoever has loſt ſaid ring, may have it again on deſcribing it and paying charges.

WILLIAM FARIS.

Calvert county, November 9, 1786.

COMMITTED to my cuſtody as a runaway, a negro man who ſays his name is DICK, and belongs to Peter Grimes, of Baltimore county, about 15 miles above Baltimore-town; he is about 30 years old, black complexion, 5 feet 6 inches high, well made, has a ſmall ſcar on his left cheek; has on an old gray fearnought jacket, old check and brown linen ſhirts, old linen breeches, yarn ſtockings, new ſhoes, and a good felt hat. The owner is deſired to take him away and pay charges to

W. ALLEIN, ſheriff of Calvert county.

July 24, 1786.

COMMITTED to my cuſtody as a runaway, a luſty, well ſet negro man who ſays his name is WILLIS, and that he is a houſe carpenter, appears to be about thirty years of age, ſays he belongs to Jeremiah Brown, who lived in Harford county, North-Carolina, but has removed into Mecklenburg county, in Virginia. His maſter is deſired to come and take him away and pay charges, by the 30th of December next, or he will then be ſold at Mr. George Mann's tavern, in Annapolis, for his priſon fees.

DAVID STEUART, ſheriff of Anne-Arundel county

To be SOLD, at PRIVATE SALE, on twelve or eighteen months credit,

THREE young negro women and ſeven children, boys and girls, which will be ſold with their mothers. Any perſon inclinable to purchaſe, may ſee the negroes by applying to the ſubſcriber, at his ſtore, in Cornhill-ſtreet.

RICHARD MACKUBIN.

TAKEN up as a ſtray, by Thomas Bicknell, living near the Head of South river, in Anne-Arundel county, a brown MARE, about thirteen hands and an half high, ſeven years old, has a ſtar in her forehead, neither docked nor branded, paces, trots and gallops. The owner may have her again on proving property and paying charges.

October 9, 1786.

I INTEND to petition the next general aſſembly for reſtitution of, or compenſation for, that part of my confiſcated property which remains unſold.

JOHN SHUTTLEWORTH.

Port-Tobacco, September 16, 1786.

THIS is to give notice, that a petition will be preſented to the next general aſſembly, that part of the main road which leads from Port-Tobacco to the old court-houſe, may be moved up a valley through the reverend Mr. Leonard Neale's plantation.

NOTICE is hereby given, that we intend to take the depoſitions of witneſſes to eſtabliſh the the will of Notley Maddox, late of Charles county, deceaſed, and to eſtabliſh our right to lands deviſed from him, on Monday the twenty-ſeventh day of November next, at the houſe of Robert D. Semmes, in Port-Tobacco-town, of which all perſons concerned are deſired to take notice.

HENRY MADDOCKE,
NOTLEY MADDOCKE.

Charles county, October 11, 1786.

WHEREAS a certain William Copher, of Washington county, ſold Thomas Courtney Reeves, part of two tracts of land, called Betſey's Delight, containing ſixty-two acres, and part of a tract called Miſtake, containing forty-five acres, lying in Charles county; and the ſaid lands by miſtake were conveyed in the name of Thomas Charles Reeves, and ſince the ſaid William Copher has moved off to Kentucky, but the ſaid deed, for want of the proper name, being defective; this is to give notice, that I intend to apply to the next general aſſemby, praying an act may paſs to give the ſame effect to the deed, as if the proper name had been mentioned, and likewiſe to have the ſaid deed recorded agreeable to law.

THOMAS COURTNEY REEVES.

Annapolis, November 22, 1786.

Will be SOLD, on Monday the 18th of December next, at the dwelling houſe of Henry Jones, late of Anne-Arundel county, deceaſed, on Patuxent, about three miles from Queen-Anne, for the purpoſe of paying his debts,

SUNDRY articles of houſehold furniture, ſome cattle and horſes, and ſeveral valuable country born negroes. The terms of ſale will be made known on that day, and begin at 10 o'clock.

THOMAS HARWOOD, executor of Henry Jones.

Upper Marlborough, November 16, 1786.

ALL perſons who have claims of any kind againſt the eſtate of Henry King, late of Prince-George's county, deceaſed, are deſired to furniſh their reſpective demands, properly authenticated, to Mr. Elias Tucker, at the regiſter's office, in Upper Marlborough, in the county aforeſaid, as ſoon as they conveniently can, he being authoriſed to ſettle and adjuſt the eſtate of the deceaſed. It being the wiſh of the ſubſcriber to cloſe the adminiſtration as ſoon as poſſible, and ſatisfy the claims of creditors, it is hoped they will be ſpeedy in their application.

ROBERT SIM, adminiſtrator.

P. S. All perſons indebted to the deceaſed are alſo requeſted to call on Mr. Elias Tucker, without delay, to ſettle and pay off the demands againſt them, as the ſituation of Henry King's affairs will not admit of long indulgence.

R. S. adm.

November 3, 1786.

THE ſubſcribers, being the only ſurviving truſtees for the charity-ſchool, and the ſeveral tracts of land thereto belonging, in Talbot county, give notice, that they intend to apply to the next general aſſembly, for leave to veſt in the commiſſioners of the poor houſe of the ſame county, the value of the ſaid charity-ſchool, and of the lands above mentioned.

MATTHEW TILGHMAN,
JOHN GORDON.

November 16 1786.

By the COMMITTEE of GRIEVANCES and COURTS of JUSTICE,

NOTICE is hereby given, that the committee of grievances and courts of juſtice will ſet every day, during the preſent ſeſſion, from nine o'clock in the morning until three in the afternoon.

By order,
JOHN GASSAWAY, clk.

EIGHT DOLLARS REWARD.
Montgomery county, November 12, 1786.

RAN away from the ſubſcriber, on the 11th inſtant, living within ſix miles of the court-houſe negro JAMES, a likely young fellow, about 24 years of age, and about 5 feet 8 or 9 inches high; had on when he went away a light coloured country fulled cloth coat, a dark gray bearſkin waiſtcoat, double breaſted, a pair of old corduroy breeches, oſnabrig ſhirt, and felt hat. Whoever takes up the ſaid ſlave and ſecures him in any gaol, ſo that his maſter gets him again, ſhall receive four dollars if ten miles from home, and if twenty or a greater diſtance the above reward, paid by

ALLEN BOWIE.

N. B. All maſters of veſſels are earneſtly requeſted not to have the ſaid negro committed to gaol, ſhould he offer to engage on board of their veſſel.

A. B.

October 12, 1786.

Wanted immediately,
As an overſeer,

A MAN that is well acquainted with the management of a number of negroes, and underſtands farming; none need apply that cannot be well recommended; with or without a family will be immediately good encouragement will be given to a man that underſtands his buſineſs. Inquire of the Printers.

THERE is at Talley's, the plantation of Mr. Ogle, a ſmall handſome black MARE, which has a ſtar, and her near hind foot white. The owner is deſired to pay charges of advertiſing and take her away.

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